

EXHIBIT 11

Hon. John C. Coughenour

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

In re VALVE ANTITRUST LITIGATION,

Lead Case No. 2:21-cv-00563-JCC

**VALVE CORPORATION'S
RESPONSES AND OBJECTIONS TO
PLAINTIFFS' FIRST SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS**

Pursuant to Federal Rules of Civil Procedure 26 and 34, Defendant Valve Corporation ("Valve"), by and through its undersigned counsel, responds to Plaintiffs' First Set of Requests for the Production of Documents ("First Requests") as follows:

GENERAL OBJECTIONS

Valve makes the following General Objections to Plaintiffs' First Requests. These General Objections apply and are incorporated into each of Valve's responses below, whether or not also expressly incorporated into a particular response. Valve's responses and objections as set forth herein are made without prejudice to Valve's right to assert further responses or objections should Valve discover additional grounds for such responses or objections. The assertion of the same, similar, or additional objections, or the provision of any responses to any of the discovery propounded, shall not waive any of Valve's General Objections as set forth below.

VALVE'S RESPONSES & OBJECTIONS TO PLAINTIFFS' FIRST
REQUESTS FOR PRODUCTION (2:21-CV-00563-JCC) - 1

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1 1. Valve objects to the Instructions and Definitions to the extent they seek to
2 impose additional or different obligations from the Federal Rules of Civil Procedure, the Local
3 Rules of the Western District of Washington, or any case schedule or other Order entered in
4 this case.

5 2. Valve objects to the First Requests as overbroad and unduly burdensome to the
6 extent they seek to require Valve to provide any information beyond what is available to Valve
7 at the present time from a reasonable search of its own records and a reasonable inquiry of its
8 present employees, including information that is (i) in the possession, custody, or control of
9 parties or persons other than Valve, (ii) publicly available or equally accessible to Plaintiffs
10 elsewhere, e.g., through the Steam website or Steamworks.

11 3. Valve objects to the First Requests to the extent they seek to impose a duty on
12 Valve to create summaries, reports or analyses, or compile information that Valve does not
13 create, compile, or keep in the requested format in the ordinary course of its business.

14 4. Valve objects to the First Requests to the extent they call for the production of
15 documents that contain Valve's trade secrets or other highly confidential and proprietary
16 research, development, or commercial or financial information. If any such documents are
17 produced, production shall only be made pursuant to the Protective Order (Dkt. # 95).

18 5. Valve objects to the First Requests to the extent they call for the production of
19 documents containing or disclosing the confidential, proprietary, financial or business
20 information of third parties (including but not limited to publishers or developers distributing
21 games on Steam), or documents and information subject to confidentiality agreements or
22 obligations between Valve and others, including but not limited to any confidentiality
23 obligations under any Steam Distribution Agreement ("SDA"). Valve will not produce such
24 information until any required notice of possible disclosure has been given to potentially-
25 affected third parties and an opportunity provided for such third parties to seek protection
26 against disclosure.

1 6. Valve objects to the First Requests to the extent they seek documents containing
2 or concerning the PII or other private and personal information of Steam users and Steam
3 account holders, insofar as they infringe upon any rights to, or reasonable expectations of,
4 privacy and insofar as they seek information subject to or protected by PCI DSS compliance
5 requirements or other requirements governing the handling of personal information.

6 7. Valve objects to Instruction No. 1 insofar as it seeks production of documents
7 that are not available to Valve at the present time from a reasonable search of its own records
8 and a reasonable inquiry of its present employees, including but not limited to third parties.

9 8. Valve objects to Instruction No. 2 insofar as the time period for which it seeks
10 documents (January 1, 2003 through the present) is far longer than the purported class period
11 and is overbroad, unduly burdensome, and is not proportional to the needs of the case.

12 9. Valve objects to Instruction No. 5 insofar as it seeks to impose any logging
13 obligations in excess of those imposed by the Federal Rules of Civil Procedure, the Local Rules
14 of the Western District of Washington, the Protective Order, or any agreement regarding
15 electronically stored information (“ESI”) between the parties or ESI order(s) entered by the
16 Court.

17 10. Valve objects to Instruction No. 6 insofar as it seeks to impose any obligation to
18 supplement different from or greater than that imposed by the Federal Rules of Civil Procedure
19 or the Local Rules of the Western District of Washington. Insofar as supplementation is
20 needed, Valve shall supplement in accordance with Fed. R. Civ. P. 26(e).

21 11. Valve objects to Plaintiffs’ definition of “Developers” and “Publishers” as
22 overbroad, unduly burdensome, and confusing insofar as (i) the First Requests define these
23 terms differently than they are defined in Consolidated Amended Class Action Complaint ¶ 3
24 n.1, (ii) these terms as defined herein would include persons or entities not within the proposed
25 class definition, *id.* ¶ 375, specifically persons or entities that produce, license, or publish video
26 games generally but have not contracted with Valve for distribution through Steam and/or have

1 not had any game sales over Steam on or after January 28, 2017, and (iii) there is any
 2 difference between the definitions of these terms herein and the understanding and use of those
 3 terms by Valve in the ordinary course of its business, including but not limited to in Steam
 4 Distribution Agreements.

5 12. Valve objects to Plaintiffs' definition of "Document" insofar as it seeks
 6 "personal Communications," which is an undefined term and may infringe on rights to privacy
 7 or confidentiality, or seek individual PII. It is also overbroad, unduly burdensome and beyond
 8 the scope of discovery insofar as it would seek to impose an obligation on Valve to search or
 9 produce documents or communications created or received by employees outside the scope of
 10 their work or on their personal devices or accounts; Valve declines to do so based on its
 11 objections. Valve further objects to "Document" insofar as it purports to seek material "stored
 12 in any medium" including that in the possession, custody or control of Valve's "attorneys,
 13 agents, or other Persons under Your control." That definition is beyond the scope of allowable
 14 discovery, overbroad, unduly burdensome and potentially infringes upon attorney-client
 15 privilege and work product immunity. Based on its objections, Valve is producing only non-
 16 privileged documents in its own possession, custody or control.

17 13. Valve objects to Plaintiffs' definitions of "you," "your," "Defendants" and
 18 "Valve": (a) to the extent these definitions include "attorneys" and purport to require
 19 information from Valve's attorneys, which would infringe upon the attorney-client privilege
 20 and work product immunity; (b) to the extent these definitions purport to require Valve to
 21 obtain or provide information from third parties through their inclusion of the phrases "other
 22 affiliates," "partners," "agents," "consultants," "financial services firms," "contractors,"
 23 "volunteers," "managers," "analysts," "accountants," "representatives," "servants" and "any
 24 other person acting or purporting to act on behalf of such entities" or "under its direction or
 25 control," which phrases are also vague and ambiguous as to scope and extent of who is
 26 included; and (c) to the extent they purport to require Valve to obtain or produce documents or

1 information from former officers, directors or employees, or from current directors, officers,
2 and employees in their personal capacities, particularly insofar as none of these are parties to
3 the litigation. In accordance with its objections, for purposes of these responses and its
4 document production Valve understands the terms “you,” “your,” “Defendants” and “Valve” in
5 Plaintiffs’ First Requests to mean Valve and its current directors, officers, and employees
6 acting in the course and furtherance of their work.

7 14. Valve objects to the definitions of “Gaming Platform” and “Steam Gaming
8 Platform” as overbroad, unduly burdensome and confusing or misleading insofar as these
9 phrases are defined differently than (i) as used in the Consolidated Amended Class Action
10 Complaint, (ii) as commonly understood in the video game industry, or (iii) as understood or
11 used by Valve in the ordinary course of business.

12 15. Valve objects to the definitions of “Steam Community,” “Steam Gaming
13 Platform,” and “Steam Store” as overbroad, unduly burdensome and confusing or misleading
14 insofar as they artificially split Steam into separate pieces in a manner that is contrary to its
15 design and function, to how it is understood or used in the video game industry, and to how it is
16 understood or used by Valve in the ordinary course of business.

17 16. Valve objects to the definition of “micro-transaction” as overbroad, unduly
18 burdensome and confusing or misleading insofar as it is defined differently than (i) as used in
19 the Consolidated Amended Class Action Complaint, (ii) as commonly understood in the video
20 game industry, or (iii) as understood or used by Valve in the ordinary course of business.
21 Valve further objects to this definition insofar as it mischaracterizes all purchases on Steam as
22 “micro-transactions” that occur “within video games,” which is incorrect. For purposes of
23 these responses and its document production, Valve understands the phrase “micro-transaction”
24 as including only those transactions that occur within a game itself and not on any other part of
25 Steam, such as the Steam Store or the Steam Community Market.
26

1 17. Valve objects to the definition of “Non-PC gaming device or platform” insofar
2 as devices that allow play of PC games or in PC gaming format can be mobile or handheld,
3 e.g., a PC laptop or Steam Deck. For purposes of these responses and its document production,
4 Valve understands “Non-PC gaming device or platform” to refer only to those devices that do
5 not allow play of PC games or in PC gaming format.

6 18. Valve objects to the definition of “Steam Community” as overbroad, unduly
7 burdensome and well beyond the scope of reasonable or proportional discovery insofar as it
8 includes any “online discussion boards, fora, user reviews, community groups...” without
9 limitation to those on Steam. Valve further objects to this definition as overbroad, unduly
10 burdensome, and well beyond the scope of reasonable or proportional discovery insofar as it
11 purports to include data that is not reasonably accessible to Valve because of undue burden or
12 cost, and insofar as the information sought is publicly available or equally accessible to
13 Plaintiffs. Valve further objects insofar as this phrase is defined differently than used or
14 understood by Valve in the ordinary course of business, including but not limited to as on
15 www.steamcommunity.com.

16 19. Valve objects to the definition of “Steam Keys” as overbroad and unduly
17 burdensome insofar as this phrase is defined differently than used or understood by Valve in
18 the ordinary course of business, including but not limited to in Steamworks Documentation
19 (e.g., the Steamworks document cited in Plaintiffs’ definition of “Steam Key Guidelines”) or
20 SDAs. Valve further objects to this definition as vague and ambiguous insofar as it does not
21 distinguish between the three types of available Steam Keys described in the Steamworks
22 Documentation.

23 20. Valve objects to the definition of “Steam Key Guidelines” as overbroad, unduly
24 burdensome, vague and confusing (i) to the extent the definition purports to include anything
25 other than Valve’s own written guidance, rules, policies or statements, (ii) to the extent it
26 defines or uses the phrase “Steam Key Guidelines” differently than the phrase “Steam Key

Rules” is used in the Consolidated Amended Class Action Complaint, and (iii) insofar as this phrase is defined differently than used or understood by Valve in the ordinary course of business, including but not limited to on <https://partner.steamgames.com/doc/features/keys>.

21. Valve objects to the definition of “Valve Pricing Policies” as overbroad, unduly burdensome, not proportional to the needs of the case, vague and confusing (i) to the extent the definition purports to include anything other than written rules, guidelines, policies or statements, particularly insofar as it purports to include “unwritten rules” and to “capture[] any practices whatsoever Valve engages in to influence, govern, or control pricing,” (ii) to the extent it defines or uses the phrase differently than similar phrases are used in the Consolidated Amended Class Action Complaint, and (iii) insofar as this phrase is defined differently than used or understood by Valve in the ordinary course of business, including but not limited to on <https://partner.steamgames.com/doc/store/pricing>. Based on its objections, for purposes of these requests and its document production Valve interprets “Valve Pricing Policies” to mean only written rules, guidelines, policies or statements related to pricing on Steam or any competing platform or store.

22. Valve objects to Plaintiffs’ First Requests as overbroad as to scope and unduly burdensome insofar as they seek information or materials regarding any operations or activities outside the United States, particularly in light of Plaintiffs’ geographic market definition in Consolidated Amended Class Action Complaint ¶ 122.

23. Valve objects to Plaintiffs’ First Requests as overbroad as to scope, unduly burdensome and not proportional to the needs of the case insofar as they seek to impose an obligation on Valve to search for or produce documents and communications written in any language other English, including but not limited to communications and documents in foreign languages (whether or not converted by machine to English).

24. In responding to Plaintiffs’ First Requests, Valve does not concede that any request to which it responds is relevant to the subject matter of this litigation or proportional to

1 the needs of the case, as that standard is articulated in Federal Rule of Civil Procedure 26(b)(1).
2 Valve expressly reserves both the right to object to further discovery into the subject matter of
3 these requests and the right to object to the introduction into evidence of the responses to these
4 requests or documents produced in response to them. Valve also reserves the right to dispute
5 the authenticity, relevancy, materiality, privilege, and admissibility of evidence for any purpose
6 of the information provided, which may arise in any subsequent proceeding in, or the trial of,
7 this or any other action.

8 25. Valve objects to each request and to each instruction to the extent that it seeks
9 materials prepared for litigation, or information and documents protected by the attorney-client
10 privilege, work product doctrine, or any other privilege, or purport to require Valve to provide
11 information from its attorneys. To the extent each request seeks the disclosure of information
12 or documents subject to the above claims of privilege or immunity from discovery, Valve will
13 not produce such privileged or immune documents or information. Valve reserves the right to
14 object at any time before or at trial to the introduction into evidence or the use of any privileged
15 documents that have been revealed or produced inadvertently.

16 26. When Valve says in responding to these First Requests that it will search for
17 responsive documents, all such searches shall be conducted pursuant to the provisions of the
18 Protective Order and any agreement regarding electronically stored information (“ESI”)
19 between the parties or ESI order(s) entered by the Court.

20 27. Valve objects to these Requests insofar as they purport to require Valve to
21 describe or define a market through its response, or to adopt Plaintiffs’ proposed market
22 definition, neither of which Valve does through its responses to these Requests.

23 28. Valve reserves all other objections. Neither Valve’s agreement to produce
24 documents nor its agreement to search for documents responsive to the First Requests shall
25 imply that responsive documents exist within its possession, custody or control.
26

1 in SDAs. Valve also objects to this Request as vague and ambiguous insofar as Valve does not
 2 sell any third-party games outside of Steam. Valve further objects to this Request as unduly
 3 burdensome, overbroad in scope and subject matter, and not proportional to the needs of this
 4 case insofar as (1) it seeks information regarding the sale of Valve's own video games through
 5 methods or channels other than Steam, which is not in dispute or relevant to the claims and
 6 defenses, and which Valve does not charge a commission or revenue share on; and (2) it
 7 requests revenue share rates specified in anything other than the SDAs entered by Plaintiffs or
 8 the "form SDA" that Plaintiffs allege putative class members are required to enter with Valve
 9 (*see* Consolidated Amended Class Action Complaint ¶ 85), including but not limited to revenue
 10 share rates in individually negotiated SDAs with third parties.

11 Subject to and without waiving its objections, Valve responds that it has not sold third
 12 party video games outside of Steam, and does not charge a commission or revenue share on
 13 sales of its own games, and therefore has no documents to produce in response to this Request.
 14

15 **REQUEST FOR PRODUCTION NO. 18:**

16 Documents sufficient to show Publisher and Developer net revenue from the Steam
 17 Store and Steam Gaming Platform over time.

18 **RESPONSE:**

19 In addition to its General Objections, Valve objects to this Request as vague and
 20 ambiguous as to how "net revenue" is defined (whether it includes or excludes Valve's revenue
 21 share, etc.), and fails to specify the time periods or intervals for which this information is
 22 sought. Valve understands this Request to call for the total aggregated amount of payments
 23 made to publishers and developers for Steam net sales from inception of Steam to the present.
 24 Valve also objects to this Request as vague, ambiguous and misleading insofar as it
 25 mischaracterizes the "Steam Store" and "Steam Gaming Platform" as separate from Steam,
 26 which they are not. *See, e.g.,* <https://store.steampowered.com/>. Valve further objects to this

Request to the extent it seeks Valve's own highly confidential information, or highly confidential commercial information regarding third party sales or products that is subject to confidentiality agreements or obligations between Valve and third parties, and which is not publicly disclosed in the ordinary course of business. Valve will not produce such information until any required notice has been given and appropriate time provided for a third party response, as further described in General Objection 5. Valve further objects to this Request as overbroad and unduly burdensome insofar as it purports to require Valve to create summaries, reports or analysis, or compile information that Valve does not create, compile or keep in immediately accessible format in the ordinary course of its business.

Based on its objections, Valve is not presently producing any documents in response to this Request but invites Plaintiffs to meet and confer.

REQUEST FOR PRODUCTION NO. 19:

Documents concerning: (1) how You set commission rates for sales on the Steam Store and Steam Community Market, (2) alternative commission rates You have considered, and (3) any analysis You, or a third-party acting on Your behalf, has conducted relating to Your profitability at different actual or potential commission rates.

RESPONSE:

In addition to its General Objections, Valve objects to this Request as vague and ambiguous as to the meaning of "commission rates," which is undefined and which is not a term generally used in Valve's SDAs. For purposes of these responses and its document production, Valve understands "commission rates" to refer to the revenue share rates specified in SDAs. Valve also objects to this Request as overbroad in scope and subject matter, unduly burdensome, and not proportional to the needs of this case insofar as (1) it requests revenue share rates specified in anything other than the SDAs entered by Plaintiffs or the "form SDA" that Plaintiffs allege putative class members are required to enter with Valve (*see* Consolidated

Subject to and without waiving its objections, Valve will produce responsive, non-privileged documents within the scope of its objections, to the extent they exist within Valve's possession, custody or control and can be located through a reasonable search conducted as described in General Objection 26. Based on its objections, Valve is not searching for or producing documents related to any Valve product or service other than Steam, including but not limited to Valve's own games or hardware.

REQUEST FOR PRODUCTION NO. 40:

Documents and data identifying, at the lowest level of aggregation available (*e.g.*, daily, weekly, monthly) Your profits, losses, marginal costs, fixed costs, and variable costs in producing, running, developing, maintaining, or otherwise operating:

- (1) The Steam Gaming Platform;
- (2) The Steam Store;
- (3) The Steam Community Market;
- (4) The Steam Workshop;
- (5) Steam Keys; and
- (6) Any other service You provide, including but not limited to social networking functionality and Steam Community.

RESPONSE:

In addition to its General Objections, Valve objects to this Request as unduly burdensome, overbroad in scope and subject matter, not proportional to the needs of this case, and beyond the scope of allowable discovery insofar as (1) it seeks to impose duties on Valve to (a) create reports, analyses, or compile information that Valve does not create, compile or keep in immediately accessible format in the ordinary course of its business, (b) separate out Valve products or services, or information about such products or services, in ways that Valve does not do in the ordinary course of business, or (c) make allocations or assumptions not made in

1 the ordinary course of business, (2) it seeks information regarding Valve's own games or any
2 products or services other than Steam, which are not at issue in this litigation, and (3) it calls
3 for data at the "lowest level of aggregation *available*," without limitation to data that is
4 reasonably accessible, as required by Fed. R. Civ. P. 26(b)(2)(B). Valve also objects to the
5 phrase "Any other service You provide" as vague and ambiguous as to provide to whom (users,
6 publishers, etc.), and as overbroad and unduly burdensome insofar as it purports to include any
7 type of feature or offering available to anyone, including but not limited to outside of Steam.
8 Valve further objects to this Request as vague, ambiguous and misleading insofar as it
9 mischaracterizes the "Steam Store," "Steam Gaming Platform," "Steam Community Market"
10 and "Steam Workshop" as separate from Steam, which they are not. *See, e.g.,*
11 <https://store.steampowered.com/>. In addition, Valve objects to the extent this Request seeks
12 information protected by the attorney-client privilege, work product doctrine, or any other
13 applicable privilege or immunity. Valve also objects to this Request to the extent it seeks
14 confidential commercial information related to or belonging to third parties that is not publicly
15 disclosed in the ordinary course of business, and which Valve is contractually obligated to keep
16 confidential. Valve will not produce such information until any required notice has been given
17 and appropriate time provided for a third party response, as further described in General
18 Objection 5.

19 Based on its objections, Valve is not presently searching for or producing documents in
20 response to this Request, but invites Plaintiffs to meet and confer regarding the scope of this
21 Request.

22
23 **REQUEST FOR PRODUCTION NO. 41:**

24 Documents sufficient to show Your data use practices, how data is collected through the
25 Steam Store or Steam Gaming Platform, what data is used for, who has access to that data, and
26 how that data is monetized.

1 DATED this 20th day of September, 2022.

2 FOX ROTHSCHILD LLP

3
4 *s/ Gavin W. Skok*

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26 *Attorneys for Defendant Valve Corporation*

CERTIFICATE OF SERVICE

I certify that I am a secretary at the law firm of Fox Rothschild LLP in Seattle, Washington. I am a U.S. citizen over the age of eighteen years and not a party to the within cause. On the date shown below, I caused to be served a true and correct copy of the foregoing on counsel of record for all other parties to this action as indicated below:

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REQUESTS FOR PRODUCTION (2:21-CV-00563-JCC) - 77

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 23
 24
 25
 26

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

EXECUTED this 20th day of September, 2022, in Seattle, Washington.


 Courtney R. Brooks